

⁵ See *Proctor & Gamble Co.*, 78 F.3d at 227 (warning district courts against “abdicat[ing their] responsibility to oversee the discovery process and to determine whether filings should be made available to the public” and against “turn[ing] this function over to the parties,” which would be “a violation not only of Rule 26(c) but of the principles so painstakingly discussed in *Brown & Williamson*”).

Movants for a protective order must show substantial personal or financial harm before the Court will seal any documents.⁶ Here, the parties fail to meet that standard.

The proposed stipulated protective order is overbroad, unspecific, and not accompanied by a motion. The parties have asked the Court for blanket authority to designate documents as “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER.”⁷ The proposed order would allow overbroad discretion, limited only by a promise to “mak[e] a good faith determination that the documents contain information protected from disclosure.”⁸ The proposed order also fails to identify the specific information the parties seek to protect or show how public disclosure of wage and hour information would unfairly impact Defendant's competitive position.

The parties are, of course, free to privately contract to limit disclosure of documents and information. Additionally, any party or non-party may move to seal individual documents—provided that they make the requisite particularized showing.

The Court thus **DENIES** the parties’ proposed protective order.

IT IS SO ORDERED.

Dated: June 23, 2017.

s/ James S. Gwin
JAMES S. GWIN
UNITED STATES DISTRICT JUDGE

⁶See, e.g., *Brown & Williamson*, 710 F.2d at 1179–80; *Sollitt v. KeyCorp*, 2009 WL 485031, at *2 (N.D. Ohio Feb. 26, 2009).

⁷[Doc. 25](#) ¶ 2.

⁸*Id.* at ¶ 3.